



**FIRST AMENDMENT
CONTRACT #17-23-0047-PS**

BETWEEN

COUNTY OF ORANGE

AND

AMERICAN FAMILY HOUSING, INC.

FOR

PUBLIC SERVICES – WASHINGTON HOUSE PROGRAM

This Amendment to Contract #17-23-0047-PS, hereinafter referred to as "First Amendment" is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "COUNTY," and American Family Housing, Inc., a California non-profit corporation, with a place of business at 15161 Jackson Street, Midway City, CA 92655-1432; DUNS Number 188406474 (hereinafter referred to as "CONTRACTOR") with COUNTY and CONTRACTOR sometimes referred to as "PARTY", or collectively as "PARTIES."

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Contract #17-23-0047-PS, (hereinafter referred to as "Original Contract"), for Washington House Program Services, commencing on March 26, 2018, and expiring on September 30, 2018, in the amount of \$178,184; and

WHEREAS, COUNTY desires to execute this First Amendment to renew the Original Contract for the period of October 1, 2018, through September 30, 2019, in the maximum amount of \$451,585.00 and replace Attachment A – Scope of Services with Attachment A-1; replace Attachment B – Payment/Compensation with Attachment B-1; replace Attachment C – Budget Schedule with Attachment C-1; and replace Attachment D – Staffing Plan with Attachment D-1; and

WHEREAS, CONTRACTOR is performing satisfactory as required by the Original Contract in order to satisfy this First Amendment; and

NOW, THEREFORE, in consideration of the mutual obligations set for herein, both PARTIES mutually agree to amend as follows:

1. Renew the Original Contract for the period of October 1, 2018, through September 30, 2019, in the maximum amount of \$451,585.00;
2. Paragraph 40.G of the Original Contract is hereby deleted;
3. Replace Attachment A – Scope of Services with Attachment A-1;
4. Replace Attachment B – Payment/Compensation with Attachment B-1;
5. Replace Attachment C – Budget Schedule with Attachment C-1;
6. Replace Attachment D – Staffing Plan with Attachment D-1 and
7. Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this First Amendment on the dates with their respective signatures:

***AMERICAN FAMILY HOUSING, INC.**

DocuSigned by:
Milo Peinemann
By: _____
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Name: Milo Peinemann
Title: Chief Executive Officer, AFH
Dated: 7/19/2018

DocuSigned by:
Father Bill Barman
By: _____
BE93B0ECC3164B3...
Name: Father Bill Barman
Title: Secretary
Dated: 7/19/2018

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the contractor to a contract, must sign on one of the lines above.

COUNTY OF ORANGE

A Political Subdivision of the State of California

DocuSigned by:
Jim Wheeler
By: _____
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Dylan Wright, Director
OC Community Resources

Dated: 8/29/2018

**APPROVED AS TO FORM
COUNTY COUNSEL**

DocuSigned by:
Carolyn S. Frost
By: _____
D32AB98D76D0B423...
DEPUTY COUNTY COUNSEL

Carolyn S. Frost Dated: 7/17/2018



ATTACHMENT A-1

SCOPE OF SERVICES

1. Scope of Services Summary

- A. **Activities:**
CONTRACTOR (American Family Housing, Inc.) shall perform all services set forth in the program description and will be responsible for administering program funded with local funds, as described as follows, in a manner satisfactory to the COUNTY and consistent with any standards required as a condition of providing these funds.
- B. **Program Description:**
CONTRACTOR will operate a low barrier shelter at Washington House for those experiencing homelessness from Orange County. This program is specifically designed to support households of two adults/couples, a population determined by COUNTY to be underserved by existing available shelter options. This program is funded to support up to a maximum of 16 people or 8 households of 2.
- C. **Eligible Participants:**
For the purposes of the Program (Washington House), a person/household is considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters, or for reference as further defined in 24 CFR Part 576.2. Program participants may not be registered sex offenders or have open felony warrants.
- D. **Use of Funds:**
Funds will be used to provide contracted services, such as providing safety net services, and case management services including shelter and connections to service providers. Said services and operations shall be low-barrier and engagement rich to provide people experiencing homelessness a pathway to service connections, health care, housing and stability.
- E. **Reporting:**
CONTRACTOR is required to submit reports, as agreed upon with COUNTY staff, in a form mutually agreed upon by CONTRACTOR and COUNTY. Details may include but are not limited to safe sleep numbers, employment number, entries, exits, etc. Other reporting items will be determined in coordination with County.

CONTRACTOR will enter the data in the Homeless Management Information System (HMIS).

CONTRACTOR will collaborate with COUNTY on Coordinated Entry system and other Continuum of Care services/efforts.

2. Description of Program

The CONTRACTOR will provide the following:

Shelter Services - At night the area will be used as an overnight shelter which may accommodate up to 16 individuals (8 households of 2 adults) seeking a safe place, service connections, hygiene services, showers & restrooms, meals and place to rest.

3. Description of Services/CONTRACTOR Responsibilities

The PROGRAM will meet the COUNTY's need to provide emergency shelter with showers, food and supportive services for the homeless population. This will include operating, maintaining, staffing and coordinating the resources of the PROGRAM. Applicant must have the ability to operate 24/7 for 12 months.

A. Shelter Requirements (applicable to all sites)

CONTRACTOR will:

1. Ensure that PROGRAM will be in operation 24/7 (24 hours per day, 7 days a week). CONTRACTOR is expected to have a 24 hour contact available to COUNTY staff for emergency purposes.

B. Site Management Tasks

CONTRACTOR will:

1. Take appropriate action for medical/mental health emergencies.
2. Complete a management report gathering data mutually agreed on by CONTRACTOR and COUNTY.
3. Provide supervision of the homeless guests including shelter entry registration and the scheduling of meals, showers and other personal services as needed. The CONTRACTOR will provide site Managers.

C. Administrative Management Tasks

CONTRACTOR will:

1. Work in partnership with the County of Orange/OCCR to be a "Good Neighbor", informing the public about the positive aspects of the program, being responsive to community concerns, and working closely with city/local government to minimize the impact of the program on the surrounding neighborhood.
2. Submit policies and procedures for PROGRAM including but not limited to all aspects of services, management plan, staff responsibilities and staff coordination.
3. Coordinate with COUNTY agencies engaged with the homeless including but not limited to, Health Care Agency, Social Services Agency, and OC Community Resources, and will also, engage local agencies, social services programs and volunteers to assist with program services. All efforts shall be coordinated with current COUNTY services.
4. Provide 24/7 on call staff to the COUNTY Program Manager for emergencies.
5. Provide Liability and other required insurances to cover accidents or injuries caused as a result of operating shelters for the homeless at the sites.
6. Provide supplies and equipment as needed. It is the CONTRACTOR's responsibility to inventory the supplies.
7. Review all billings and assure payments, if applicable.
8. Provide training as needed to staff, and direction to engaged community groups and volunteers, as appropriate.
9. Laundry facilities onsite.
10. Provide clean towels and the launder towels as part of the services provided by CONTRACTOR to the homeless.
11. Ensure blankets, mattresses and other bedding are regularly cleaned and use reasonable care to ensure they remain clean and free of parasitic infestations and other pests.
12. Coordinate with OC Community Resources, other COUNTY agencies and community-based organizations, as necessary and appropriate.

D. Performance Metrics

1. Within 10-days of contract award, CONTRACTOR will develop a target number of housing exits during the term of this agreement, subject to COUNTY review and approval.

2. CONTRACTOR will submit reports on a daily, weekly and monthly basis. Daily report will include safe sleep numbers, meals served and other data points as agreed upon with the COUNTY. Data and due dates for the weekly and monthly reports will be items mutually agreed upon with the COUNTY and data collected through HMIS.

4. Program Design

- A. Low Barrier Criteria - The site is designed to encourage participation by providing low-barriers to entry, and accommodate any person who identifies as homeless. This is not a walk-in shelter and shall receive referrals as directed by COUNTY for up to 16 occupants.

Entry criteria for adults who are homeless include:

- Homeless (HUD Definition)
- Ambulatory and not requiring hospital or nursing home care
- Agree to be nonviolent
- Agree not to use or sell alcohol, drugs or illegal substances on the premises
- Agree to treat other clients, staff and the property with respect
- Agree to obey fire and other safety regulations
- Agree to follow posted shelter rules, including signing in at entry

Safe Shelter Access - The PROGRAM will be open 24 hours a day, seven days a week, including all holidays. The goal will be to provide a safe, secure sleeping area to those in need. It is anticipated that the service needs of most of the homeless guests will be very high, and CONTRACTOR developed staffing plans based on addressing those needs while keeping everyone safe.

- o Sleeping Areas - CONTRACTOR will configure the site to accommodate a variety of needs. Beds will be provided along with shared bathrooms, and access to a shared kitchen facility. Guests will be assigned a bed through the intake process.
 - o Each room shall have a locking door, and an assigned $\frac{3}{4}$ bathroom (shower and toilet), where bathrooms are shared by two or three rooms.
 - o Rooms may be used in different configurations on a case-by-case basis as determined by CONTRACTOR and agreed to by COUNTY.
 - o Assignments to rooms will align to household composition and reasonable accommodations, as appropriate.
- B. Meals – CONTRACTOR will provide meals in one area of the site. Meals and food-related supplies will be provided by CONTRACTOR. Meals will vary based on availability of donations and supplies, but generally CONTRACTOR shall seek to provide one hot meal per day, and then stock the kitchen with supplies for breakfast and for sandwiches.
- C. Storage - CONTRACTOR expects that guests will be allowed to bring a small amount of personal items into their sleeping area. Each room has one closet. Guests will not have any other bins for storing additional items onsite. Items shall be screened for bedbugs before being permitted into the building. They will be allowed to bring one bicycle on site. There is no onsite parking guaranteed.

CONTRACTOR recognizes that guests value their belongings, and CONTRACTOR will work with every guest to find the balance between creating a safe and sanitary environment while honoring the value of personal possessions. Proposed storage policy will be designed in coordination with the COUNTY.

- D. Entry Process – This is a small facility and those who are coming to sign in and occupy a bed shall do so by referral as coordinated by CONTRACTOR and COUNTY. During the daytime, non-resident visitors must check in with the Case Manager. CONTRACTOR shall screen all referrals for open felony warrants and sex offender status.

While the facility is open 24 hours, this is not a walk-in facility, and no off-hours referrals shall be accepted. House Rules will be submitted to County for approval. Staff will generally close amenities during “lights out”; however anyone needing a reasonable accommodation will be accommodated if possible.

CONTRACTOR’S work shall be completed in a culturally competent manner, including the intake/assessment process and case management. Guests will have the rules and intake forms explained to them. When English is their second language, the rules and intake forms will be explained in their primary language whenever feasible.

- E. Security – Staff is scheduled to be onsite 24 hours a day, with at least one staff person on duty during regular working hours, and at least one staff person onsite and “on call” for emergencies during the night. There will not be security at all times on the premises, however, this policy will be reevaluated on an ongoing basis based on actual conditions and issues that may present themselves over time.

- F. Case Management Services - This project will align with the Orange County Continuum of Care (CoC). Staff will receive Orange County CoC / CES / or other training offered in best practices and local CoC process. All referrals are determined by the COUNTY. Case Management services will be provided to the persons who are homeless / chronically homeless who utilize this low-barrier bridge housing facility. Once linked to existing services within the County, participants will be on a path that leads towards permanent supportive housing, alternative stable housing, and stability. All referrals will be identified based on intake, vulnerability indexing, and other factors, as being on a particular Housing Track: assignment housing vouchers, placement into permanent housing, or identified programming to address mental health, addiction, etc.

- G. There is a single room in Building B which may be used by CONTRACTOR.

- H. Once accepted, clients shall meet with a Case Manager to complete the Intake Process/Packet. Intake Packet includes:

- House Rules
- Welcome Letter
- Occupancy Agreement
- Face Sheet
- Grievance Policy
- Intake Equipment Checklist
- Verification of Homelessness
- Supportive Resources
- Mental Health Screening
- Release of Information
- Bridge Housing Chart Checklist

An Occupancy Agreement is signed within three days of intake with a projected 30 days outlined, which outlines that a key goal of the emergency shelter is to support the guest in creating a housing plan in which they shall seek to secure permanent housing. After 30 days, the Case Manager meets with the guest to identify where the guest is at in their housing plan. Extensions beyond the initial 90 days will be granted based on case by case/ individual basis depending on the housing track that was identified upon move in.

- Targeted time is 90 to 180 days – however this is individualized between guest and Case Manager to ensure the guest is linked to all appropriate resources to secure safe transition into next phase of housing.
 - Case Manager also assists in securing referrals/resources to rapid rehousing, move-in assistance, and furniture providers, as well as voucher programs as available.
 - Case managers may also help divert people from shelter through family reunification and other means.
 - Case Managers partner and maintain working relationships with referring social workers, as Case Management is not long-term case management and does not follow the guest onto next placement/permanent housing
- I. CONTRACTOR acknowledges that they are required to collaborate with other homeless services agencies.
- J. CONTRACTOR will ensure all insurance coverage requirements are fulfilled prior to the initial date of program operations.
- K. CONTRACTOR shall comply with all State of California and local regulations, as applicable.
- L. CONTRACTOR will partner with medical or law enforcement in the event of an emergency. With the nature of the population being served at the shelter, there is a need to take precautions, should a medical need or emergency arise. The first reaction for any emergency situation would be to call 9-1-1. Staff and volunteers at these sites will be provided with additional emergency contact numbers. All staff and volunteers at the Program shall be trained on the appropriate emergency procedures in order to handle crisis situations in the most effective manner possible.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

ATTACHMENT B-1

PAYMENT/COMPENSATION



1. COMPENSATION:

This is a cost reimbursable CONTRACT between the COUNTY and the CONTRACTOR for up to \$451,585 for the period of October 1, 2018 through September 30, 2019, as set forth in Attachment A-1 Scope of Services attached hereto and incorporated herein by reference. The CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the CONTRACTOR of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with paragraphs C and P of the COUNTY's General Terms and Conditions.

2. FIRM DISCOUNT AND PRICING STRUCTURE:

CONTRACTOR guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. CONTRACTOR agrees that no price increases shall be passed along to the COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.

3. PAYMENT TERMS:

An invoice for the reimbursable costs shall be submitted monthly to the address specified and approval of the COUNTY Project Manager. Admin/data shall be billed at the rate of 1/12th each month. CONTRACTOR shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the COUNTY of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the COUNTY. The responsibility for providing an acceptable invoice rests with the CONTRACTOR.

Billing shall cover services not previously invoiced. The CONTRACTOR shall reimburse the COUNTY of Orange for any monies paid to the CONTRACTOR for services not provided or when services do not meet the CONTRACT requirements.

Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the services.

Invoice(s) are to be sent to:
OC Community Resources
1770 North Broadway, 4th floor
Santa Ana, CA 92706-2642
Attention: Accounts Payable

4. INVOICING INSTRUCTIONS:

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 1 - OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

The CONTRACTOR will provide an invoice on CONTRACTOR's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include

1. CONTRACTOR's name and address
2. CONTRACTOR's remittance address (if different from 1 above)
3. Name of COUNTY Agency Department
4. COUNTY CONTRACT/MASTER AGREEMENT number
5. Service date(s) – Month of Service
6. Rate
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with Attachment A)
9. CONTRACTOR's Federal I. D. number
10. Total

5. OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 1 – OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.



ATTACHMENT C-1

BUDGET SCHEDULE

1. Budget Schedule

Administration and Program Cost Budget

Project Costs	Total
Project Activity: Operating Costs – Personnel. Including Benefits and Workers Compensation	\$211,328.00
Project Activity: Operating Costs – Non-Personnel, Including Insurance, Fire Alarm Monitoring, Transportation, Contracted mental health services, repairs and maintenance, contracted temporary staffing, One-time start-up costs (necessary building repairs, new locks and doors, fire alarm monitoring, other one-time costs)	\$199,204.00
Project Activity: Administrative Expenses @ 10%	\$41,053.00
Grand Total	\$451,585.00

ATTACHMENT D-1

STAFFING PLAN



1. Staffing Plan

Project Title: Washington House

Title	FTE*
Case Manager	2
Onsite staff / overnight manager / security	1
Program Manager / Senior Director of Services	0.6

*FTE = Full-Time Equivalent

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of the COUNTY Project Manager.

The COUNTY may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to COUNTY approval.



Certification of Agreements

Date: July 17, 2018

To: Clerk of the Board of Supervisors

From: OCCR/OC Homeless, Housing & Community Development

Re: ASR Control #: ¹⁸⁻⁰⁰⁰⁸⁴⁰ _____, Meeting Date ^{8/28/18} _____ Agenda Item No. # ³² _____

I certify that the attached fully executed complete agreement (and all exhibits and/or attachments referenced within the agreement) is an **exact** iteration of the agreement(s) presented to and approved by the Board of Supervisors on the above listed meeting date.

I further certify that I have been authorized to execute said agreement(s) and have personally executed same.

Jim Wheeler

Name

Continuum of Care Manager

Title

DocuSigned by:
Jim Wheeler

Signature

8/29/2018

Date